1890-015 Chancery Causes: Peter F. Chance &c vs. Harvey Ritchie &c
Lee Co.

Edd's, Mundy, Combs, Eads

CA - Estate Dispute
T - Property

To the Hon. H. L. K. Morison
Judge of the Circuit Court of
Lee County Virginia

The bill of complaint of
Uriah R. Chance, Peter F. Chance
Stephen Chance, John Chance G. W.
Eads and Rachael Eads his wife,
Jacob J. Mundy and Nancy Mundy
Samuel Chance, ~~Hugh~~ Chance,
Fielding Combs Charity Combs, all of
whom except G. W. Eads, and Fielding
Combs are heirs at law, and devisees
under the last will and testament
of the late Levi Chance now deceased
And they together with, Archibald
Combs, James Combs, Rachael Combs
and two other infant (names not known)
children and heirs at law of Samira
Combs compose the whole of the
residuary legatees under said
last will and testament - The said
will giving and bequeathing unto
Rachael Chance, widow of the said
Levi, the real estate hereinafter men-
tioned; for and during her natural
life;

The said Levi Chance departed
this life in the fall of last year
first having disposed of his real
estate

as before stated, At the time of his death, he was the owner in fee and devised as aforesaid a valuable tract of land situated in this County wherein he lived at the time of his death; which lands in addition to the farming lands has large and extensive woodlands of valuable forest and lumber trees which the said Levi always refused to sell or allow destroyed His said Widow the mother of your Complainants is now in her 85 year, is therefore feble in body and much more so in mind, so much so that she is and has been since the death of her said husband incapable both physically and mentally of taking charge of or managing her said life estate. And while in this enfeebled state of mind with none of her children present except Steven Chance to Counsel and aid her one Harvey Ritchie, procured from her, her signature to a written Contract, the exact purport of which is not known to your Complainants, but the said Ritchie

under its, pretended power has entered upon said land, and cut ~~and~~ and threatens to removed timber therefrom and is actively engaged at the present time claiming some ½ million feet or more, the destruction and removal of which will be a serious loss and permanent injury to the reversion of said estate, finally to be enjoyed by your Complainants. Your Complainants allegeth said cutting and removal of said timber and trees is irreparable waste and damage to said estate in reversion. And they are advised that however competent, the said life tenant had not the right or legal power to sell and allow the commission of such gross and reckless waste.

But these complainants do not attach to the said life tenant their said mother the slightest blame or attribute to her any wrongful intentions, they learn from her so far as she is capable that she did not understand that she was selling to said Ritchie, only a small amount of timber for some needful

present purpose, and she was as much surprised as anyone to learn the extent of Ritchie's pretended Contract to such a large amount.

Your Complainants allege that said Rachael Chance at the time of the making of said pretended Contract was mentally incapable of doing so and that through her age and want of Capacity she did not fully understand and understandingly sign or make the same.

Since that time owing to her mental weakness the County Court of Lee County has appointed two of your Complainants, Uriah B. and Peter H. Chance a Committee to take charge of and manage her said estate, and as such they join the object of this bill as well as in their individual Capacity.

The said Harvey Ritchie is a non resident of the Commonwealth of Virginia, and has no real estate in this State known to your Complainants.

The timber cut and now upon the

the land the said Ritchie threatens and is now preparing to remove as well as cut other large quantities, all of which will further damage said reversion, and waste the same. But if allowed to remain lying in the woods will become rotten and damaged, and probably lost; they are advised therefore that a receiver will be necessary to take charge of the same and sell and dispose of it before it becomes damaged.

The object of this bill therefore is to have the said Harvey Ritchie enjoined and inhibited from cutting any more timber on said lands, or removing that already cut, or further exercising his rights under his pretended contract, that said contract be canceled annulled and counted for naught and the said Rachael and her committee be released from the further performance thereof.

But if mistaken in this then that said Ritchie as her vendee be enjoined and inhibited from cutting or removing said timber

as the said Rachael could confer nor convey to him any right to commit waste or damage to the reversion. That a receiver be appointed to take charge of and sell the said logs so cut and now upon said lands and to hold the proceeds until the further order of this Court *

The premises considered therefore your complainant pray that Harvey Ritchie, Archibold Combs James Combs and Rachael Combs and after minor children names not known heirs at law of Celanora Combs and legatees under said will the last four of whom are infants be made parties defendant to this bill, that the adult answer the same, but he need not do so upon oath that a guardian ad litem be appointed for the infant defendants being expressly waived that on a hearing the injunction restraining and inhibiting the said Harvey Ritchie from cutting or removing any timber from said lands; that a receiver be appointed to take charge of and sell the timber already

* Copies of the deeds and bills papers of the said Lori Chance as well as a copy of the said last will and testament will be hereafter filed with this bill if deemed necessary and be prayed to be considered along with the same as part hereof.

cut, that said pretended contract be set aside annulled vacated and held for naught. And for all other further & general relief May sufa issue &c.

A. L. Prichard p.q.

Virginia Lee County to wit
This day Uriah B. Chance & Peter F. Chance personally appeared before me the undersigned and made oath that the facts set forth in the foregoing bill are true so far as made upon their own knowledge and so far as made upon information derived from others they believe them to be true. Given under my hand this January 8th 1890.

J. A. D. Hyatt Clerk

Jan. 1.50
6 6.98
8 1.50
$15.00 Paid
$24.98 Paid by Deft

Peter F. & Uriah R. Chance et al

vs

Bill Chy.

Harvey Ritchie et al

Injunction granted pennant to prayer of the bill injoining defts H. Ritchie & others from cutting any more timber upon the dower lands in the bill described or removing that already cut from off the land it now lays on said land until the further order of this court. But this injunction will not become operative until the plaintiffs or some one for them execute bond with good personal security in the penalty of $3000.00 conditioned to pay all damages accrued by this injunction & all costs incurred by reason thereof & also conditioned as the law directs which bond must be executed before the clerk of this court

H. L. N. Morison
Jan. 15th 1890

To the clerk of the circuit court of Lee county Virginia

1890, 2nd Feby Rule Bill filed
& fd. Ord. & D. Ris.
" 1st Mr. Rules D. M. Dowell
" 2nd " " Demurrer & Ans. by
Deft. by

1890
Mr. Decree final agreed

Peter F. & Uriah R. Chance et al
vs
Harvey Ritchie et al

In Chy.

This cause came on this day to be heard, and by agreement of the parties the following decree is entered. The defendants are to have a certain number of poplar timber now cut down situated upon the premises of the plaintiffs, supposed to be one hundred thousand feet more or less at the price of five dollars per thousand feet. Said timber to be paid for when measured. And the defendants are to have all necessary roadways over the lands of the plaintiffs for the purpose of removing the said timber there from, doing as little damage as possible in consequence of said right of way. and to pay the plaintiffs attorney's fee of fifty dollars and all taxable cost except fifteen dollars. And nothing further appearing to be done in the cause, the same is stricken from the docket.

Chauncey et al

vs

Deere

Riatchie

Entered
page 244
April 17 1890
J. A. Hyatt C

Filed Mar 15 1890
Filed Mar 1/5

KNOW ALL MEN BY THESE PRESENTS, That we Peter F. Chance and Harrison Edds are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three thousand dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 27th day of January, one thousand eight hundred and

The Condition of The Above Obligation is Such, That whereas the above bound Peter F. Chance and Uriah B. Chance et al on a bill in Chancery against Harvey Ritchie & others

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injuction to injoin and restrain the Defendants H. Ritchie & others from cutting any more timber upon the dower lands in the bill mentioned or removing that already cut from where it now lays on said land until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until they, or some one for them, shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of Three thousand ~~Dol~~ Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said Peter F. Chance et al shall pay all such costs as may be awarded against them, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

Peter F. Chance (SEAL.)

H. E. Edds (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me J. A. G. Hyatt, clerk of the circuit court of the county of Lee Peter F. Chance & Harrison Edds and made oath that their estate, after the payment of all just debts, and those for which he they are bound as security for others and expect to pay, are worth the sum of Six Thousand dollars, over and above exemptions allowed by law.

Given under my hand this 27th day of January 1890.

Teste: J. A. G. Hyatt Clerk.

Peter F. & Uriah B. Clance
et al
vs } Inj Bond
Harvey Ritchie et al

Filed Jany. 7th 1890
J. A. Hyatt C

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon Harvey Richie Archabald Combs, Rachel Combs and the unknown heirs at law of Carrie Combs dead

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the ~~first~~ third Monday in ~~February~~ March next, being rule day to answer a bill in Chancery exhibited in our said Court against them by Uriah B. Chance, Peter H. Chance, Stephen Chance, John Chance, J. W. Edds, Rachel Edds, Jacob J. Mundy, Nancy Mundy, Samuel Chance, Hugh Chance, Fielding Combs & Charity Combs

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 28th day of January 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt *Clerk.*

A Copy Teste

_____

.50
.75
.18
.15
.25
.18
.10
1.00
1.50
.65
.96
.36
.40
6.98

(A.L.P.)

Peter F. & Uriah B. Chance

vs } Shoinlehey

Harvey Richie et als

To 2nd Feby Rules 1890

Executed by delivering an office copy of the within sums to the def Harvey Richie & Als
Jan 30 1890
C. H. Lincoid D.S.
for A. B. Munroy S.L.C.

The Defendants having been executed & filed
The Defendants Harvey Richie & others are enjoined from cutting any more timber upon the demised land in the Bill described or from removing that already cut from where it now lays on said land, until the further order of the Court.

Date J. A. L. Pratt Clerk